

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark Kutney, AICP/(954) 797-1101

**SUBJECT:** Resolution - Developers Agreement

Project Name and Location: Edjeslan Plat - 10200 State Road 84,  
Generally located approximately 600' west of Nob Hill Road, on the south side of State  
Road 84 with frontage on SW 101 Road.

**TITLE OF AGENDA ITEM:**

DA 10-1-01, Edjeslan Plat

**REPORT IN BRIEF:** On May 3, 2000, Town Council passed resolution No. R 2000-86, approving a subdivision plat consisting of 6.22 acres for the proposed development of a 16,518 square foot preschool on Parcel "A", two (2) dwellings units on Parcel "B", and 16,920 square feet of existing commercial use on Parcel "C" of the plat. Subsequently, on June 7, 2000, Town Council approved an ordinance No. 2000-19 which rezoned Parcel "B" on the plat from A-1, Agricultural Estate District (County) to B-3, Planned Business District. The restrictive note on the face of the plat reflects Parcel "B" for development of 24,000 square feet of commercial use, which is in conformance the B-3, Planned Business District regulations.

In order to satisfy roadway concurrency, the developer is entering into a development agreement requiring the construction of and contribution towards roadway improvement project for a segment of Nob Hill Road. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy on the Edjeslan Plat until the plat is approved and recorded and the improvements specified in the agreement to satisfy Broward County road concurrency requirements are constructed in accordance with the agreement.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**RECOMMENDATION(S):** Motion to approve.

**Attachment(s):** Justification letter, County's Comments, Plat, Proposed Improvement Plan, Land Use Map, Subject Site Map, Aerial.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND JAFFE OF 595, INC., ADJESLAN ENTERPRISES, INC., AND E.D.J. ENTERPRISES, INC.; PROVIDING FOR REMEDIAL MEASURES TO SATISFY ROAD CONCURRENCY REQUIREMENTS RELATED TO THE EDJESLAN PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jaffe of 595, Inc., Adjlesan Enterprises, Inc, and E.D.J. Enterprises, Inc. are proposing to develop properties known as the Edjeslan Plat; and

WHEREAS, Broward County will allow remedial measures to satisfy road concurrency requirements for compact deferral areas should an agreement be entered into with the Town as a party.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, the Town of Davie, and Jaffe of 595, Inc., Adjlesan Enterprises, Inc, and E.D.J. Enterprises, Inc., whereby the Town of Davie Development Services Department shall not issue any certificates of occupancy until the Edjeslan Plat is approved and recorded and the improvement are constructed in accordance with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001.

Return recorded document to:

Document prepared by:

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**REGIONAL ROAD CONCURRENCY AGREEMENT  
CONSTRUCTION OF IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY" through its Board of County Commissioners;

AND

Jaffe of 595, Inc., Adjeslan Enterprises, Inc. and E.D.J. Enterprises, Inc., its successors and assigns, hereinafter referred to as "DEVELOPER",

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The Town of Davie, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for compact deferral areas; and

WHEREAS, DEVELOPER has applied for approval of the EDJESLAN PLAT (056-MP-99), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on July 18, 2000, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of the PLAT does not satisfy the compact deferral area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the PLAT's traffic impacts so that the PLAT will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

**PLEASE CHECK THE APPROPRIATE SECTION**

**[ X ] IMPROVEMENTS CONSTRUCTED BY DEVELOPER**

- (a) DEVELOPER agrees to construct the IMPROVEMENT(S) described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the IMPROVEMENT(S) prior to receipt of the first certificate of occupancy for property within the PLAT.
- (b) If the improvement(s) described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to PLAT recordation, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the improvement(s).
- (c) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "C," in the amount of \$ 28,198.00 in a form acceptable to the COUNTY, which represents 125% of the costs of the IMPROVEMENT(S).
- (d) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction.

Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.

(e) DEVELOPER agrees that any contract(s) for the IMPROVEMENT(S) shall:

1. Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.
2. In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the foregoing indemnification as insured.
3. Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.

4. Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

5. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

6. Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

7. CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
8. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

**[ ] IMPROVEMENTS CONSTRUCTED BY COUNTY, CITY OR FDOT**

- ~~\_\_\_\_\_ (a) DEVELOPER agrees to pay the amount in Exhibit "B," attached hereto, which represents DEVELOPER's proportionate share of the cost of the IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as the "Improvements." DEVELOPER agrees that payment must be made to the COUNTY, the CITY or to FDOT (or any combination thereof) prior to receipt of the first certificate of occupancy for property within the PLAT.~~
  - ~~\_\_\_\_\_ (b) If "Improvements" are to be constructed by the COUNTY, DEVELOPER shall provide to COUNTY, contemporaneously with this agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "C," in the amount of \$\_\_\_\_\_ in a form acceptable to the COUNTY, which represents 100% of the amount of payment to be made to COUNTY for the IMPROVEMENT(S).~~
  - ~~\_\_\_\_\_ (c) If the "Improvements" are to be made by the CITY or FDOT, DEVELOPER shall provide to CITY or FDOT, contemporaneously with this agreement, security acceptable to the CITY or FDOT.~~
3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.

4. MUNICIPALITY. If the property is within a municipality, TOWN agrees not to issue a certificate of occupancy for any development within the PLAT until the completion of IMPROVEMENT(S). If the property is within the unincorporated area, COUNTY shall not issue a certificate of occupancy for any development within the PLAT until the completion of IMPROVEMENT(S).
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301

For the DEVELOPER:

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FOR the TOWN(if applicable):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. VENUE: CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date), DEVELOPER, signing by and through its \_\_\_\_\_ duly authorized to execute same and TOWN OF \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

**COUNTY**

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Chair

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

DEVELOPER CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Mary Tompkins  
(Signature)

Print name: Mary Tompkins

Donna Compagniotte  
(Signature)

Print name: DONNA COMPAGNIOTTE

Adjeslan Enterprises, Inc.

Name of Developer (corporation/partnership)

By Evan Jaffe  
(Signature)

Print name: EVAN JAFFE

Title: PRESIDENT

Address: 555 SW TOWNSEND AVENUE  
MIAMI BEACH FL 33139

18 day of OCTOBER, 2001 (date)

ATTEST (if corporation):

Evan Jaffe  
(Secretary Signature)

(CORPORATE SEAL)

Print Name of Secretary: EVAN JAFFE

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida )  
COUNTY OF Broward ) SS.

The foregoing instrument was acknowledged before me this 18 day of October, 2001, (date), by EVAN JAFFE, as PRESIDENT of Adjeslan Enterprises Inc, a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

(Seal)

My commission expires:



Gerald B. Buboltz  
Commission # DD 05287  
Expires Aug. 26, 2003  
Bonded Thru  
Atlantic Bonding Co. Inc.

NOTARY PUBLIC:

Gerald B. Buboltz  
Print name:  
Gerald B. Buboltz

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

[Signature]  
(Signature)  
Print name: Carlos V. Garzalez  
[Signature]  
(Signature)  
Print name: Lina Sygalowski

EDJ ENTERPRISES, INC  
Name of Developer (corporation/partnership)

By [Signature]  
(Signature)  
Print name: Emery Jaffe  
Title: President  
Address: 555 SW Twelfth Ave.  
Suite 101, Fort Lauderdale, FL 33069  
16 day of October, 2001 (date)

ATTEST (if corporation):

[Signature]  
(Secretary Signature)  
Print Name of Secretary: Emery Jaffe (CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida  
COUNTY OF Broward <sup>SS.</sup>

The foregoing instrument was acknowledged before me this 16 day of October, 2001 (date), by Emery Jaffe, as President of EDJ Enterprises Inc., a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_.

(Seal)

My commission expires:

NOTARY PUBLIC:

[Signature]  
Print name:

Cecilia Welborn



Cecilia Welborn  
My Commission 00035514  
Expires May 11, 2004

CAF#360  
01/16/01

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

CW  
(Signature)  
Print name: Carlos V. Gonzalez  
[Signature]  
(Signature)  
Print name: Lisa Synalowski

Jaffe of 595, Inc.  
Name of Developer (corporation/partnership)

By Emery Jaffe  
(Signature)  
Print name: Emery Jaffe  
Title: President  
Address: 555 SW TWELFTH AVE.  
SUITE 101, MIAMI, FL 33069  
16 day of OCTOBER, 2001 (date)

ATTEST (if corporation):

Mark S. Jaffe (CORPORATE SEAL)  
(Secretary Signature)  
Print Name of Secretary: MARK S. JAFFE

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida )  
COUNTY OF Broward ) SS.

The foregoing instrument was acknowledged before me this 16 day of October, 2001 (date), by Emery Jaffe as President of Jaffe of 595, a Florida corporation/partnership, on behalf of the corporation/ partnership. He or she is:  
[ ☒ ] personally known to me, or  
[ ☐ ] produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

(Seal)

My commission expires:



Cecilia Welborn  
My Commission CC036614  
Expires May 11, 2004



Cecilia Welborn  
Print name:

Cecilia Welborn

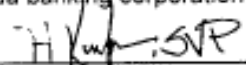
JOINDER AND CONSENT OF MORTGAGEE

COMMERCIAL BANK OF FLORIDA, a Florida banking corporation, being the holder of that certain Mortgage and Security Agreement executed by E.D.J. Enterprises, Inc., a Florida corporation, dated January 20, 2000, filed January 25, 2000 in Official Records Book 30203, at Page 311, which was modified by that certain Mortgage Modification and Future Advance Agreement dated July 14, 2000 and recorded August 9, 2000 in Official Records Book 30749, at Page 1712; together with that certain Assignment of Leases, Rents and Profits recorded in Official Records Book 30203, at Page 321 and that certain UCC-1 Financing Statement in Official Records Book 30203, at Page 325, all recorded in the Public Records of Broward County, Florida (collectively, the "Mortgage") hereby consents to the foregoing Regional Road Concurrency Agreement Construction of Improvements.

WITNESS:

  
SCOTT EISEN  
  
Valerie Possenti

COMMERCIAL BANK OF FLORIDA, a  
Florida banking corporation

By:   
HAL KAUFMAN, Senior Vice President

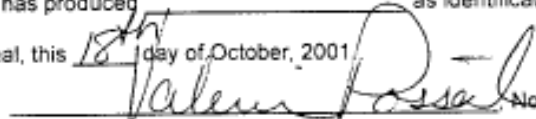
State of Florida  
County of Miami-Dade

Acknowledgment

The foregoing instrument was acknowledged this day by HAL KAUFMAN, Senior Vice President of COMMERCIAL BANK OF FLORIDA, a Florida banking corporation, and who is personally known to me or who has produced \_\_\_\_\_ as identification.

Witness my hand and official seal, this 18<sup>th</sup> day of October, 2001.

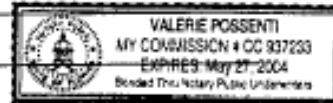
Notary Seal

  
Valerie Possenti, Notary Public

\_\_\_\_\_  
(Printed Name of Notary)

Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



**TOWN**

(If Property is located within a City)

WITNESSES:

TOWN of \_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

ATTEST:

By \_\_\_\_\_  
TOWN Manager

\_\_\_\_\_  
TOWN Clerk

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

APPROVED AS TO FORM:

By \_\_\_\_\_  
TOWN Attorney



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PORTION OF TRACT 1 AND TRACT 2, TIER 95, AND A PORTION OF THE 30 FOOT RIGHT-OF-WAY, JOHN W. NEWMAN'S SURVEY ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND A PORTION OF PARCEL "A", NOB HILL VILLAGE ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 134, PAGE 26 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EASTERLY BOUNDARY OF TRACT 1, TIER 95 AS SHOWN ON SAID PLAT AND THE SOUTH RIGHT-OF-WAY OF STATE ROAD 84, SAID RIGHT-OF-WAY LYING 120 FEET SOUTH OF THE SOUTH RIGHT-OF-WAY OF THE NORTH NEW RIVER CANAL; THENCE SOUTH 14°43'55" WEST, ALONG THE EASTERLY BOUNDARY OF SAID TRACT 1 AND TRACT 2, A DISTANCE OF 254.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 75°16'05" EAST, ALONG THE SOUTH RIGHT OF WAY LINE OF FRONTAGE ROAD, AS LAID OUT AND CURRENTLY IN USE AND AS SHOWN ON SAID PLAT OF NOB HILL VILLAGE, 30.33 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 155.00 FEET, A CENTRAL ANGLE OF 75°30'00" AND AN ARC DISTANCE OF 204.25 FEET; THENCE SOUTH 00°13'55" WEST, ALONG THE WEST RIGHT OF WAY OF SAID FRONTAGE ROAD, 383.50 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 205.00 FEET, A CENTRAL ANGLE OF 16°47'32" AND AN ARC DISTANCE OF 60.08 FEET TO THE SOUTH LINE OF SECTION 7, TOWNSHIP 50 SOUTH, RANGE 41 EAST, BEING COINCIDENT WITH THE EASTERLY EXTENSION OF THE NORTH BOUNDARY OF PARCEL "A", ACCORDING TO SAID PLAT OF NOB HILL VILLAGE; THENCE SOUTH 88°32'34" WEST, ALONG SAID COMMON LINE, 534.08 FEET; THENCE NORTH 14°43'55" EAST, ALONG A LINE 213.21 FEET WEST OF AND PARALLEL WITH SAID EASTERLY BOUNDARY OF TRACT 1 AND TRACT 2, 691.53 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FRONTAGE ROAD AS LAID OUT AND CURRENTLY IN USE AND AS DESCRIBED IN OFFICIAL RECORDS BOOK 8790, PAGE 524 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND AS DELINEATED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 86080-2529, AS PARCEL NO. 422; THENCE SOUTH 75°16'05" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, 213.21 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT;

**EXHIBIT "A"**

**LEGAL DESCRIPTION** (continued)

PARCEL "C" of the proposed "EDJESLAN PLAT", more particularly described as follows:

*COMMENCE at the intersection of the easterly boundary of Tract 1, Tier 95 as shown on said plat and the south right-of-way of State Road 84, said right-of-way lying 120 feet south of as measured at right angles to the south right-of-way of the North New River Canal; thence along the easterly boundary of said Tract 1, South 14°43'55" West (bearings are based on the Stoner/Keith Resurvey recorded in Miscellaneous Plat Book 5, Page 9 of the Public Records Of Broward County, Florida) 254.92 feet to the south right-of-way line of Frontage Road as laid out and currently in use and the POINT OF BEGINNING; thence South 75°16'05" East along said south right-of-way line, 25.84 feet to the northwest corner of Parcel "A", "Nob Hill Village", according to the plat thereof as recorded in Plat Book 134, Page 26 of the Public Records Of Broward County, Florida; thence South 14°43'55" West along the west boundary of said Parcel "A", 622.12 feet to the south line of said Section 7 and the north boundary of said Parcel "A"; thence South 88°32'34" West along said common line, 26.91 feet; thence North 14°43'55" East along a line 25.84 feet west of and parallel with the west boundary of said Parcel "A", being the easterly boundary of said Tract 2, 248.29 feet; thence South 88°32'34" West along a line 238.44 feet north of and parallel with said south line of Section 7, a distance of 222.01 feet; thence North 14°43'55" East along a line 213.21 feet west of and parallel with said easterly boundary of Tracts 1 and 2, a distance of 443.24 feet; thence South 75°16'05" East along said south right-of-way of Frontage Road as described in the Florida Department of Transportation Parcel Number 422, recorded in Official Records Book 8790, Page 524 of the Public Records Of Broward County, Florida, 213.21 feet to the POINT OF BEGINNING.*

SAID LANDS LYING AND SITUATE IN SECTION 7, TOWNSHIP 50 SOUTH, RANGE 41 EAST, TOWN OF DAVIE, BROWARD COUNTY, FLORIDA, CONTAINING 166,842 SQUARE FEET, 3.8302 ACRES, MORE OR LESS.

EXHIBIT "B"  
IMPROVEMENTS

Lengthen the existing northbound right turn lane on Nob Hill Road at SR 84, so that a taper of 100 feet would begin at the tangent point of the corner radius at the driveway serving the Davie police/fire complex and the school located south of SR 84, and continue northward to connect to the existing turn lane.



2647 N. ANDREWS AVENUE  
FORT LAUDERDALE, FL 33311  
954-564-9774  
FAX 954-564-9758

250 N.W. 4TH DIAGONAL, STE. 200  
BOCA RATON, FL 33432  
561-750-3717  
FAX 561-750-3686  
E-MAIL dces@mindspring.com

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October 26, 2001

By Fax 797-1204 and hand delivery

Ms. Geri Baluss  
Planning Department  
Town of Davie  
6591 Orange Drive  
Davie, Fl 33314

Re: Traffic Concurrency Agreement for the Edjeslan Plat  
Our Project No. 777-99

Dear Geri:

This agreement is being requested in order address and satisfy the County's recommendation for proposed improvements on Nob Hill Road. These improvements will satisfy the Traffic Concurrency issue associated with this plat. A copy of page 6 of 12 of the report is attached for your reference. The developer has agreed to construct the subject improvements.

If you have any questions, please advise.

With best regards,

  
Neal B. Janov, P.E.

DIVERSIFIED CONSTRUCTION & ENGINEERING SERVICES

### FINDINGS

- 1) This application does not satisfy the concurrency requirements for the regional road network as specified in Section 5-182(a)(4)a) of the Broward County Land Development Code. Specifically, the proposed development falls within the following compact deferral area:

- A) Nob Hill Road from Southwest 2 Street to State Road 84/I-595: Segment 1259 (170 trips/day).

This plat generates a total of 4,031 trips per day; however, the trips associated with phase one of the preschool (718) are vested under the underlying NOB HILL VILLAGE Plat (Plat Book 134, Page 26). Therefore, 3,313 trips per day must be mitigated.

In order mitigate this impact, the Action Plan Review Committee has recommended that the applicant lengthen the existing northbound right turn lane on Nob Hill Road at SR 84, so that a taper of 100 feet would begin at the tangent point of the corner radius at the driveway serving the Davie police/fire complex and the school located south of SR 84, and continue northward to connect to the existing turn lane. As of this writing, the applicant has agreed to this improvement; however, a cost estimate has not yet been submitted and a Traffic Concurrency Agreement has not yet been approved by the County Attorney's Office. Therefore, this application must be recommended for DENIAL.

- - 2) This plat satisfies the solid waste disposal concurrency requirement of Section 5-182(h) of the Broward County Land Development Code.

### STAFF RECOMMENDATIONS

#### ACCESS REQUIREMENTS

- 1) There shall be no direct access from this plat to State Road 84. Access shall be via the Frontage Road only as permitted by the Florida Department of Transportation.

#### TRAFFIC CONCURRENCY REQUIREMENTS (Bond For and Construct)

- - 
  - 2) Lengthen the existing northbound right turn lane on Nob Hill Road at SR 84, so that a taper of 100 feet would begin at the tangent point of the corner radius at the driveway serving the Davie police/fire complex and the school located south of SR 84, and continue northward to connect to the existing turn lane.

# EDJESLAN PLAT

A REPLAT OF A PORTION OF TRACT 1 AND TRACT 2, TIER 35, AND A PORTION OF THE "RIGHT OF WAY," "JOHN W. MEMMANS SURVEY" AND A REPLAT OF A PORTION OF PARCEL "A," "NORMAN VILLAGE" AS RECORDED IN AND A REPLAT OF A PORTION OF PARCEL "B," "NORMAN VILLAGE" AS RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RESPECTIVELY LYING IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 41 EAST, TOWN OF DAVID, BROWARD COUNTY, FLORIDA

NOT RECORDED BY  
ARTHUR W. ORTIZ-JACKSON, P.L.L.C.  
ATTORNEY AT LAW  
DADE COUNTY, FLORIDA  
DATE: 08/01/2010  
FILED: 08/01/2010



LOCATION SKETCH  
NOT TO SCALE

## DESCRIPTION

A PORTION OF TRACT 1 AND TRACT 2, TIER 35, AND A PORTION OF THE "RIGHT OF WAY," "JOHN W. MEMMANS SURVEY" AND A PORTION OF PARCEL "A," "NORMAN VILLAGE" AS RECORDED IN AND A PORTION OF PARCEL "B," "NORMAN VILLAGE" AS RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RESPECTIVELY LYING IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 41 EAST, TOWN OF DAVID, BROWARD COUNTY, FLORIDA

## DEEDS FROM

TO THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND BROWARD COUNTY, FLORIDA

## ACKNOWLEDGEMENT

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Dade County, Florida and Broward County, Florida.

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## NOTICE

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## NOTE:

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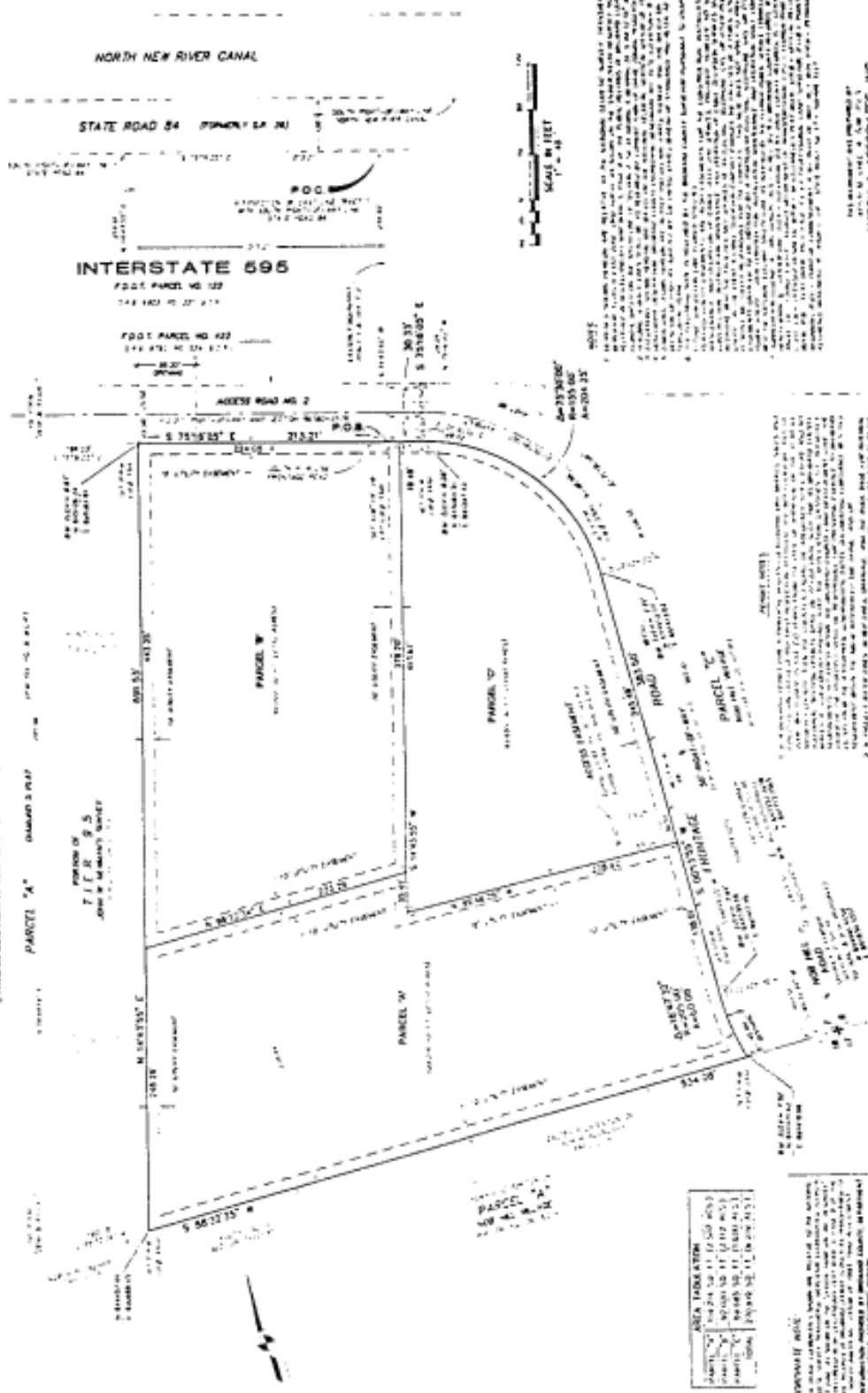
## PLAT RESTRICTION

THIS PLAT IS A REPLAT OF A PORTION OF TRACT 1 AND TRACT 2, TIER 35, AND A PORTION OF THE "RIGHT OF WAY," "JOHN W. MEMMANS SURVEY" AND A PORTION OF PARCEL "A," "NORMAN VILLAGE" AS RECORDED IN AND A PORTION OF PARCEL "B," "NORMAN VILLAGE" AS RECORDED IN PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND PLAT BOOK 2, PAGE 28 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA RESPECTIVELY LYING IN SECTION 7, TOWNSHIP 30 SOUTH, RANGE 41 EAST, TOWN OF DAVID, BROWARD COUNTY, FLORIDA





LETTERS TO THE EDITOR

[illegible]

LEONARD & ASSOCIATES, INC.  
LAW FIRM & ACCOUNTING

1. *What is the purpose of the study?*  
 2. *What are the research questions?*  
 3. *What is the significance of the study?*  
 4. *What are the limitations of the study?*  
 5. *What are the conclusions of the study?*

1

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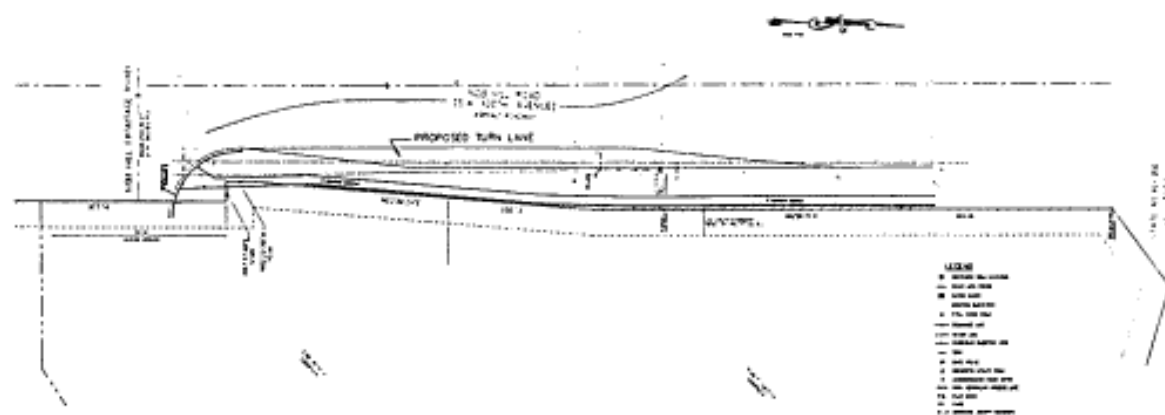
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1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26





N. New River Canal

State Rd. 84

Town Boundary

TRANSPORTATION

Nob Hill Rd.

(S.W. 100th Ave.)

COMMERCE / OFFICE

COMMERCIAL

SUBJECT SITE

PETITION NUMBER  
DA 10-1-01

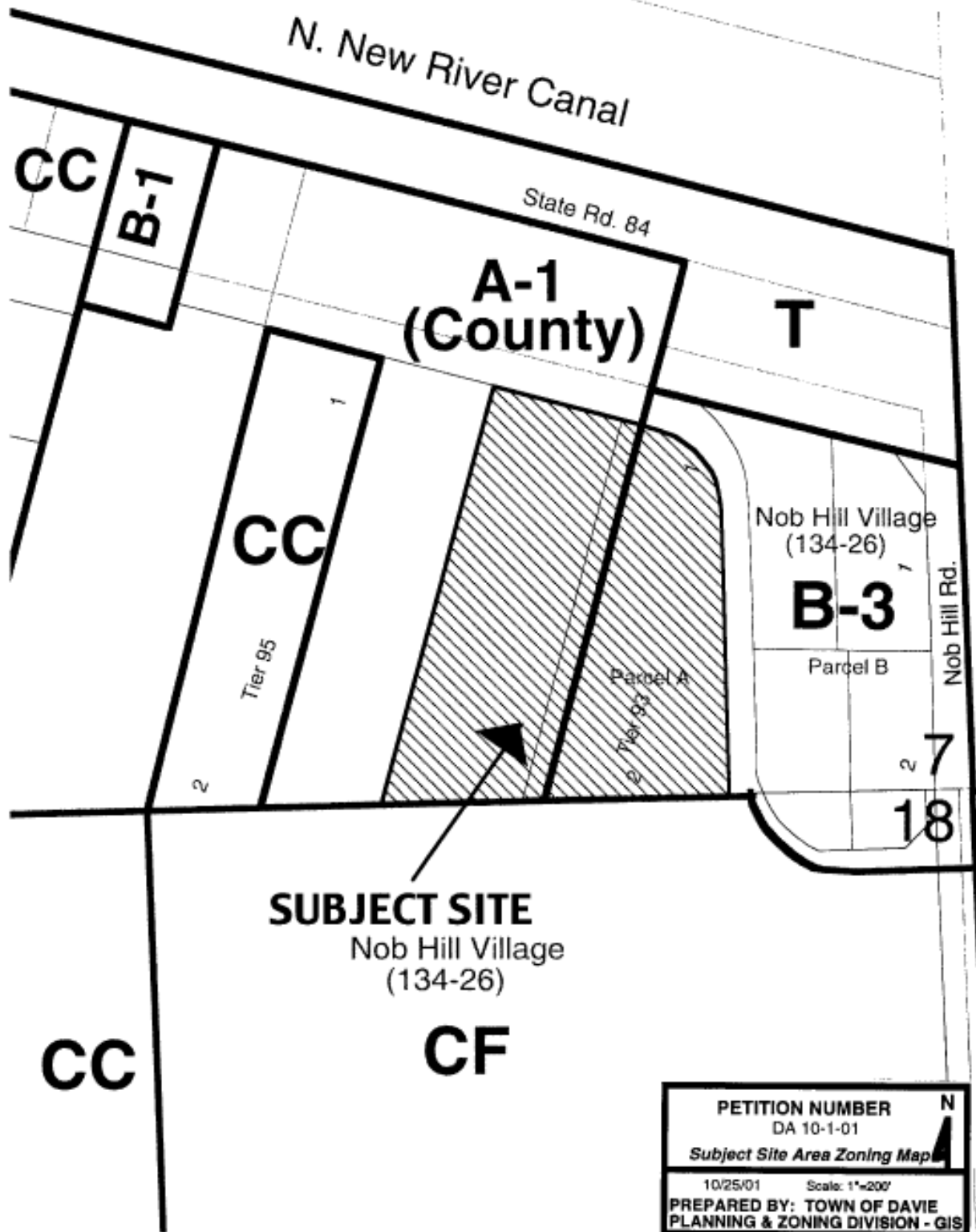
Subject Site Area  
Future Land Use Plan

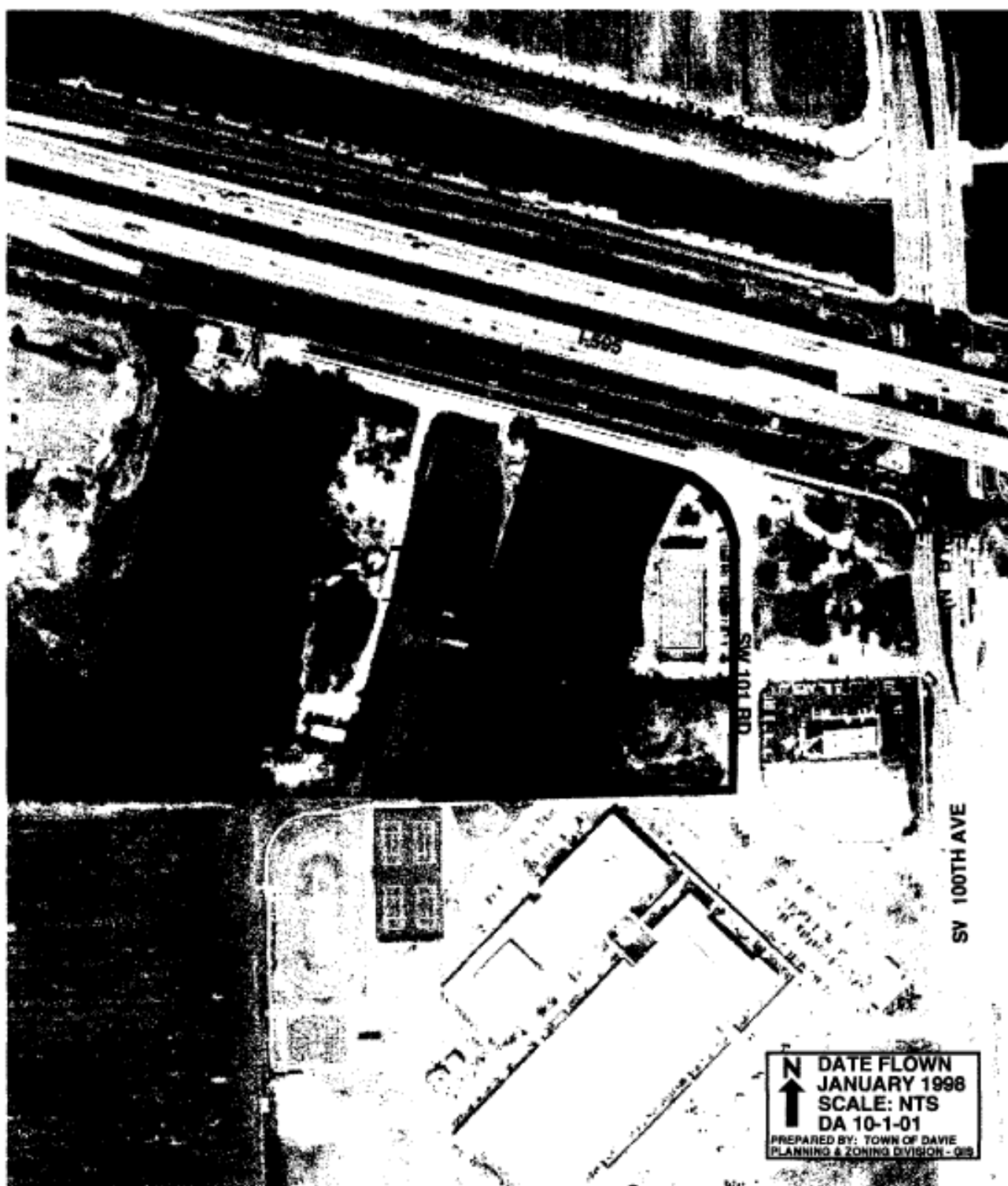
N  
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10/25/01

Scale: 1"=200'

PREPARED BY: TOWN OF DAVIE  
PLANNING & ZONING DIVISION - GIS





**N** DATE FLOWN  
JANUARY 1998  
SCALE: NTS  
DA 10-1-01  
PREPARED BY: TOWN OF DAVIE  
PLANNING & ZONING DIVISION - GIS